



Atty. Dkt. No. 023829-0127

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Porter et al.
Title: PROTEIN SUPPLEMENTED
PROCESSED MEAT
COMPOSITIONS
Appl. No.: 09/883,558
Filing Date: 06/18/2001
Examiner: Anthony J. Weier
Art Unit: 1723

RECEIVED
NOV 12 2003
TC 1700

TERMINAL DISCLAIMER

Commissioner for Patents
PO Box 1450
Alexandria, Virginia 22313-1450

Sir:

Your Petitioner, Cargill, Incorporated, having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/883,558, filed June 18, 2001 which is a continuation-in-part of U.S. Patent Application Serial No. 09/717,923, filed November 21, 2000, by virtue of an Assignment of U.S. Patent Application Serial No. 09/883,558 filed and recorded on October 1, 2001, on Reel/Frame 012210/0615, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 09/883,552, filed June 18, 2001 which is a continuation-in-part of U.S. Patent Application Serial No. 09/717,923, filed November 21, 2000, by virtue of an

11/03/2003 CCHAU1 00000012 09883558

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110.00 OP

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001.1460909.1

Assignment of U.S. Patent Application Serial No. 09/883,552 filed and recorded on 10/01/2001, on Reel/Frame 012207/0682, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, Cargill, Incorporated, hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application Serial No. 09/883,558 which would extend beyond the full statutory term (including any patent extension under 35 U.S.C. § 154), as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Serial No. 09/883,552, and hereby agrees that any patent so granted on U.S. Patent Application Serial No. 09/883,558 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application Serial No. 09/883,552 shall be the same as the legal title to any patent granted on U.S. Patent Application Serial No. 09/883,558, this agreement to run with any patent granted on U.S. Patent Application Serial No. 09/883,558 and to be binding upon the grantee, its successors or assigns.


In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application Serial No. 09/883,558, prior to the full statutory term of any patent granted on U.S. Patent Application Serial No. 09/883,552 as defined in 35 U.S.C. §§ 154-156 and 173, in the event that any patent granted on U.S. Patent Application Serial No. 09/883,552 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application Serial No. 09/883,552 as defined in 35 USC §§ 154-156 and

173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application Serial No. 09/883,558 that would extend beyond the present termination of any patent granted on U.S. Patent Application 09/883,552, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§ 154, 155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 09/883,558 to the extent provided by law.

The undersigned (whose title is supplied below) certifies that he is empowered to sign this Terminal Disclaimer on behalf of the assignee, that he has reviewed the Assignments attached as APPENDICES A and B, and to the best of his knowledge and belief, legal title to U.S. Patent Application 09/883,558 and any patent granted on U.S. Patent Application 09/883,552 rests with Petitioner, Cargill, Incorporated. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date 21 October 2003


Cargill, Incorporated

By: Harry J. Gwinnett
Name:
Title: Vice President

A



UNITED STATES
PATENT AND
TRADEMARK OFFICE

23829/12
mrs

DECEMBER 05, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

FOLEY & LARDNER
M. REED STAHELI
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5367



101865118A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012210/0615
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 08/15/2001

ASSIGNOR:

SPERBER, WILLIAM H.

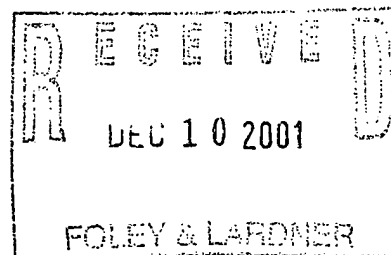
DOC DATE: 09/06/2001

ASSIGNEE:

CARGILL, INC.

15407 MCGINTY ROAD W.

WAYZATA, MINNESOTA 55391



12/10/01

012210/0615 PAGE 2

SERIAL NUMBER: 09883558
PATENT NUMBER:

FILING DATE: 06/18/2001
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

10-04-2001

Torney Docket No. 023829-0127

FORM PTO-1595 (modified)

U.S. DEPARTMENT OF COMMERCE

(Rev 6-93)

RE



SHEET

Patent and Trademark Office

101865118

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Michael A. Porter
Harapanahalli S. Muralidhara
Ian Purtle
Jagannadh V. Satyavolu
William H. Sperber

10-1 21

2. Name and address of receiving party(ies):

Cargill, Inc.
15407 McGinty Road W.
Wayzata, Minnesota 55391

Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 27, 2001
August 28, 2001
August 27, 2001
August 15, 2001
September 6, 2001

Additional name(s) & address(es) attached

NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,558

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

Name of person signing

Signature
Registration No. 47,949

9/25/01

Date

Total number of pages including cover sheet, attachments, and document: 5

09/03/2001 LWELLER 00000146 09003550

FC:581

40.00 OP

001.1081946.1

ASSIGNMENT AND AGREEMENT

WHEREAS, Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED PROCESSED MEAT COMPOSITIONS** (Atty. Dkt. No. 023829-0127) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,558; and

WHEREAS, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance

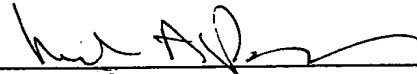
to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

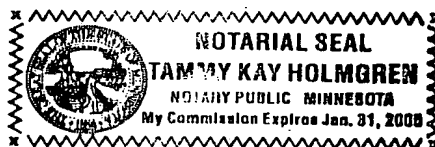
Executed this 27 day of August, 2001.



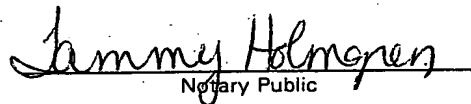
MICHAEL A. PORTER

State of Minnesota)
County of Hennepin) ss.

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)


Notary Public

My Commission Expires: 1/31/05

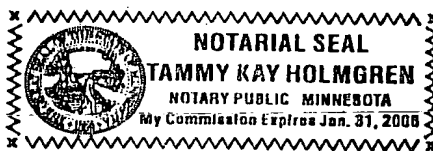
Executed this 28 day of Aug, 2001.

HARAPANAHALLI S. MURALIDHARA

HARAPANAHALLI S. MURALIDHARA

State of Minnesota
County of Hennepin)ss.

On this 28th day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

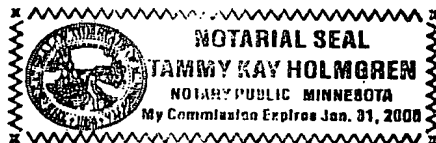
Executed this 27th day of August, 2001.

IAN PURTLE

IAN PURTLE

State of Minnesota
County of Hennepin)ss.

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

Jagannadh V. Satyavolu
JAGANNADH V. SATYAVOLU

State of Iowa)
County of Linn) ss.

On this 15th day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6th day of September, 2001.

William H. Sperber
WILLIAM H. SPERBER

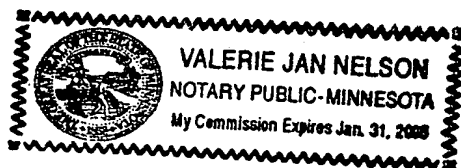
State of Minnesota)
County of Hennepin) ss.

On this 6th day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson
Notary Public

My Commission Expires: January 31, 2005

(Seal)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Porter et al.

Title: PROTEIN SUPPLEMENTED
PROCESSED MEAT
COMPOSITIONS

Appl. No.: 09/883,558

Filing Date: 06/18/2001

Examiner: Not yet assigned

Art Unit: 1723

Commissioner for Patents
Box ASSIGNMENT
Washington, D.C. 20231

<p>CERTIFICATE OF MAILING</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.</p> <p><u>Deborah Kocorowski</u></p> <p>(Printed Name)</p> <p><u>Deborah Kocorowski</u></p> <p>(Signature)</p> <p><u>September 25, 2001</u></p> <p>(Date of Deposit)</p>

ASSIGNMENT TRANSMITTAL

Transmitted herewith are the following documents for the above-identified application.


- ☒ [X] Assignment Recordation Cover Sheet (1 pg.).
- ☒ [X] Executed Assignment of the invention to Cargill, Inc. (4 pgs.).
- ☒ [X] Check in the amount of \$40.00 for Assignment recordation.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date September 25, 2001

By 

FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Telephone: (414) 297 5765
Facsimile: (414) 297-4900

M. Reed Staheli
Attorney for Applicant
Registration No. 47,959

B



UNITED STATES
PATENT AND
TRADEMARK OFFICE

25529/112
MCS

DECEMBER 04, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

FOLEY & LARDNER
M. REED STAHELI
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367



101865198A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
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REFERENCED BELOW.

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INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0682
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:

MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:

PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:

SATYAVOLU, JAGANNADH V.

DOC DATE: 03/15/2001

ASSIGNOR:

SPERBER, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNOR:

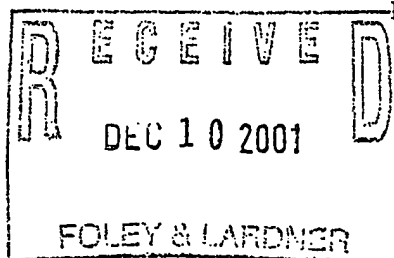
KARLESKIND, DANIELE

DOC DATE: 09/05/2001

ASSIGNOR:

STARK, ANN M.

DOC DATE: 08/13/2001



12/11/01

012207/0682 PAGE 2

ASSIGNEE:

CARGILL, INC.
15407 MCGINTY ROAD W.
WAYZATA, MINNESOTA 55391

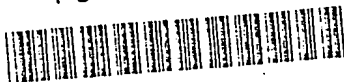
SERIAL NUMBER: 09883552
PATENT NUMBER:

FILING DATE: 06/18/2001
ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RE

10-04-2001



101865198

Attorney Docket No. 023829-0112

U.S. DEPARTMENT OF COMMERCE

SHEET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Michael A. Porter
Harapanahalli S. Muralidhara
Ian Purtle
Jagannadh V. Satyavolu
William H. Sperber
Daniele Karleskind
Ann M. Stark

Additional conveying party(ies) NO

2. Name and address of receiving party(ies):

Cargill, Inc.
15407 McGinty Road W.
Wayzata, Minnesota 55391

OCT - 1 2001

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

August 27, 2001
August 28, 2001
August 27, 2001
August 15, 2001
September 6, 2001
September 5, 2001
August 13, 2001

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,552

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

9/25/01

Name of person signing

Signature

Date

09/03/2001 LMUELLER 00000160 09883552

Registration No. 47,949

FC:581

40.00

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT AND AGREEMENT

WHEREAS, Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405; William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; Daniele Karleskind of 10500, 33rd Ave. N., Plymouth, Minnesota 55441 and Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MODIFIED OILSEED MATERIAL** (Atty. Dkt. No. 023829-0112) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,552; and

WHEREAS, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

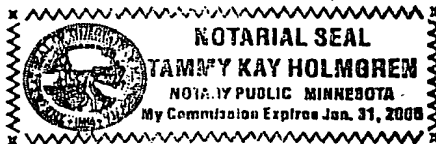
Executed this 27 day of August, 2001.



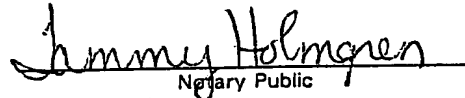
MICHAEL A. PORTER

State of Minnesota)
County of Hennepin) ss.

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)



Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

Executed this 28 day of Aug, 2001.

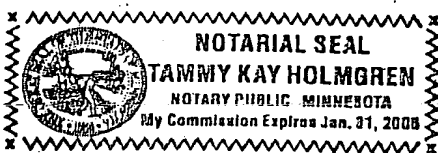
HARAPANAHALLI S. MURALIDHARA

HARAPANAHALLI S. MURALIDHARA

State of Minnesota)
) ss.

County of Hennepin)

On this 28th day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

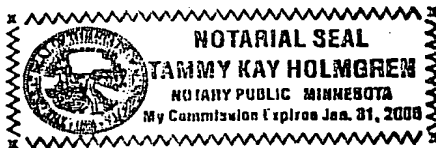
Executed this 27TH day of August, 2001.

IAN PURTLE
IAN PURTLE

State of Minnesota)
) ss.

County of Hennepin)

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

JAGANNADH V. SATYAVOLU

JAGANNADH V. SATYAVOLU

State of Iowa)
County of Linn) ss.

On this 15th day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6th day of September, 2001.

William H. Sperber
WILLIAM H. SPERBER

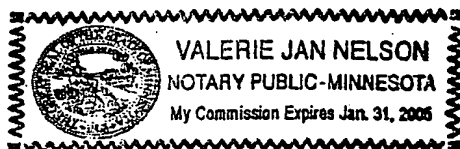
State of Minnesota)
County of Hennepin) ss.

On this 6th day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

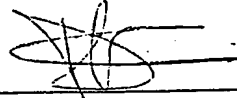
Valerie Jan Nelson
Notary Public

My Commission Expires: January 31, 2005

(Seal)



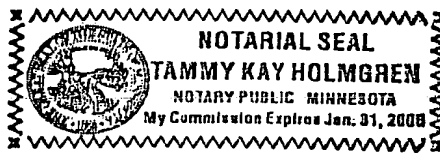
Executed this 5 day of September, 2001.



DANIELE KARLESKIND

State of Minnesota)
County of Hennepin) ss.

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

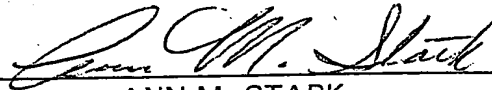


(Seal)


Notary Public

My Commission Expires: 1/31/08

Executed this 13th day of August, 2001.



ANN M. STARK

State of IOWA)
County of LINN) ss.

On this 13th day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.


Notary Public

My Commission Expires: MAY 6, 2004

(Seal)

